

# Exhibit 3

*The Law Office of  
Mickey J.G. McDermott*

Post Office Box 34  
Montgomery, AL 36101

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(334) 264-5151

Post Office Box 919  
Hayneville, AL 36040

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(334) 220-8519

**The Honorable Steven K. Herndon**  
**Via hand delivery**  
**60 Commerce Street**  
**Montgomery, Ala 36104**      23 May 2006

In the matter of Caldwell-Bush v. Globe Home Warranty et al

Sir,

My client has just this moment left my office and authorized the following release of information and her demand. I communicated to her your original discussion as to the possibility of resolving this matter and she was irate. Primarily at the lack of response from Globe in her past communications.

To that end she has been informed of your position and the potential if not certain removal to Federal Court, but she is adamant. Thus my client reaffirms her position that she will not accept anything less than the \$175,000.00 that was filed in her original complaint. However upon vigorous reasoning, she is now willing to settle for \$75,000.00 to avoid years of mediation, litigation and the aggravation associated with pursuing this matter.

I have enclosed document supporting her claim, and an affidavit we did not solicit, but was presented to us by a local electrician. Based on these documents, the dangers that her family faced due to the faulty wiring and the lack of cooperation from Globe, Mrs. Caldwell-Bush is prepared for your rejection of this demand and the litigation to follow.

I look forward to working with you as I have always admired your style.

Best wishes,



Mickey McDermott

**Exhibit 3**

DEBRA A. CALDWELL  
185 Idle Wild Drive  
Hope Hull, Alabama 36043  
(334) 281-7176

March 1, 2006

Monica S. Sheeler  
Consumer Specialist  
Alabama State House  
11 South Union Street  
Montgomery, AL 36130

**Re: Globe Home Warranty Mid 90714-001**  
**REBUTTAL LETTER**

Dear Ms. Sheeler:

I received a copy of the response from Globe Home Warranty and this response is absolutely and outright a blatant lie. If you refer back to my original complaint and enclosed is a copy of my original letter to Globe Home Warranty (dated 1/5/06) you will see the contractor they had never contacted me and that their employee Lordith told me to locate my own contractor and have the contractor contact Globe Home Warranty. On January 6, 2006, the day Josh an employee of Globe, contacted me by telephone and told me they denied my claim, I requested that Globe Home Warranty send me something in writing. Also on the same day, my attorney Mickey McDermott sent them a letter via certified mail and he has yet to hear from them. My telephone number and my attorney's number is listed on these letters as well as our addresses. Globe has not contacted me nor my attorney nor have they made any of the electrical repairs to my home that are covered by the home warranty.

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Very Truly Yours,

  
Debra A. Caldwell

Cc: Attorney Mickey McDermott

DEBRA A. CALDWELL,  
185 Idle Wild Drive  
Hope Hull, Alabama 36043  
(334) 281-7176

January 5, 2006

GLOBE HOME WARRANTY COMPANY  
Attention: Review Board/President of Company  
P. O. BOX 2458  
WINTER PARK, FLORIDA 32790

RE: Home Warranty Claim for Electrical Problem  
Claim Number: 900141214-1-2  
Date Claim Made: November 21, 2005

Dear Review Board/President of Globe Home Warranty:

On November 21, 2005, I called Globe and spoke with Angela in reference to problems I was having with my air conditioner which was making a noise, blowing out cool air, constantly running (not cutting off), basically not functioning properly and electrical problems, because the lights in my house were not working properly and two lights would not come on. I did not hear from an electrician about coming out and checking out the problem. Sometime after November 21<sup>st</sup> and before December 12<sup>th</sup>, maybe around the last week of November, Lordith Myers, called to check and see if I had heard from the electrician, I advised her that I had not. She told me that German Electrical Company was supposed to be contacting me and that she would call them. I called her a couple days later to see if she had made contact with German Electrical Company. She advised that she had left several messages and no one had returned her call. She gave me the number to attempt to make contact with them also. I advised her that I was still having a problem and it needed immediate attention as soon as possible. Somewhere in the process of trying to make contact with German Electrical Company, she told me that they were having a hard time trying to locate someone who would come to Hope Hull and that if I knew of someone have them come out and pay them the \$45.00 service fee, if interested and give them Globe's number and a package would be sent to them. I found one electrician and he came out and advised that I had a problem with my main fuse and circuit breaker panel located/mounted on the interior and exterior wall of the house. He was busy working on a project and could not get back with me, but did speak with Lordith, because she faxed me information for him and she called him last week. I found a master electrician and he came last week and advised that the problem was coming from my outside box and inside box. I also spoke with Lordith last week and this week advising her that my problem was getting worse and not better, because my lights were blinking now; and bulbs were blowing every time they were replaced; and that my television in the den and bedroom had went out and would not come back on. I gave Jessie Hall (master electrician) Globe's number and advised him to speak with Lordith or

Josh. On Wednesday or Thursday of last week I called the power company and they sent someone out and he advised the same as the other two electricians that the problem was coming from the inside and outside boxes and that I was going to lose all power or the entire house if the problem was not corrected. After he left, I loss all power in my house. I called Mr. Hall and he came right out there, but the power was out in the entire neighborhood, thank God. He said this problem needed immediate attention. He called Globe on Monday, but the office was close. He called on Tuesday and someone faxed him the paperwork and said they would get back with him; he has yet to hear from Globe. I called today and spoke with Josh who said he did not know whether or not this was covered (see attached agreement, which states that, **“general wiring within the perimeter of the main foundation, fuse panels, circuit breaker panels, switches and receptacles, door bell/chimes – not covered: conditions of inadequate wiring capacity, circuit overload, conditions caused by power failure and/or surge, all exterior wiring and components (except main panels mounted to exterior wall).** I just need to know what is going to happen with this claim, because I have a new baby who is only four months old and if any harm happens to my family or to this structure, it will be Globe's fault and I will be force to take other actions.

Please review this claim and get back with me as soon as possible, if it is not too late.

Very Truly Yours,

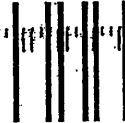
Debra A. Caldwell  
(334) 281-7176 (home)  
(334) 548-6600 (work)  
(334) 354-8078 (cell)

Thanking you in advance for your Help.

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SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Attn: Review Board / President</i> <i>Globe Home Warranty Company</i> <i>P.O. Box 2458</i> <i>Winter Park, FL 32790</i>		B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below	
2. Article Number (Transfer from service label) <b>7003 0500 0004 3007 2524</b>		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input checked="" type="checkbox"/> Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

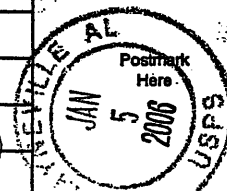
UNITED STATES POSTAL SERVICE


First-Class Mail®  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box. •

*Debra A. Caldwell*  
*185 Idle Wild Dr.*  
*Haze Hull, AL 36043*

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ <i>3.1</i>
Certified Fee	<i>2.30</i>
Return Receipt Fee (Endorsement Required)	<i>1.75</i>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.42</i>
Sent To <i>Globe Home Warranty Co</i> Street, Apt. No. <i>P.O. Box 2458</i>	



The Law Offices of  
**Mickey J.G. McDermott**

100 Commerce St., Ste. 1000  
Montgomery, AL 36104

(334) 264-5151

**GLOBE HOME WARRANTY COMPANY**  
**P.O. BOX 2458**  
**WINTER PARK FLORIDA 32790**  
Via certified mailing

Post Office Box 919  
Hayneville, AL 36040

(334) 548-6505

6 JANUARY 2006

Notice of Warranty claim & notice of deficiency

Please find enclosed copies of the findings of a qualified electrician, copies of the letters associated with the claims of Mrs. Debra Caldwell-Bush. I am holding the original of the contract for warranty that you issued to Mrs. Caldwell. I have directed her to go ahead and pay for the repairs to protect her and her family. If you do not honor this warranty I assure you that an action in the Circuit Court of Lowndes County in ten days should you deny this claim.

Mrs. Bush has taken off significant time from her employment, lost several electrical items (TV's, Air Conditioner, light bulbs) not to mention not being able to use various electrical outlets. Now obvious signs of wiring failures are appearing and the danger level has reached the point where Mrs. Bush will fix the problem to protect her property and her family, then present you with a bill through this office. If the warranty is not honored, then this office will proceed accordingly.



Mickey J.G. McDermott



GLOBE HOME WARRANTY

Company

Attn: Review Board

Contract Holder (407) 539-3017

Debra

Caldwell

*This Is Not A Bill, Do Not Pay*

185 Idlewild Dr.

Hope Hull

AL 36043

ext 223

## Home Warranty Coverage Summary

Contract Number	Product Description/Type Of Plan	
AL-05-1-101	Preferred Buyer Plan A	
Contract Sold Date	Contract Effective Date	Contract Expiration Date
1/31/2005	1/27/2005	1/26/2006
Premium	Service Fee	
\$359.00	\$45.00	

## Your Plan Covers

Air Conditioning System  
Heating System  
Ductwork  
Plumbing System/Toilet  
Electrical System  
Water Heater  
Garage Door Opener

Oven/Range/Cooktop  
Range Exhaust Fan  
Dishwasher  
Garbage Disposal  
Built-In Microwave  
Kitchen Refrigerator  
Bathroom Exhaust Fan

Central Vacuum System  
Built-In Trash Compactor  
Whirlpool Bathtub  
Doorbell/Chimes  
Sump Pump  
Washer/Dryer

The following options were added: (IF CHECKED)

\$ 75 <input type="checkbox"/> Roof Leak Repair*	\$ 75 <input type="checkbox"/> Well Pump
\$ 150 <input type="checkbox"/> Swimming Pool	\$ 35 <input type="checkbox"/> Septic System
\$ 150 <input type="checkbox"/> Spa	\$ 25 <input type="checkbox"/> Add'l Refrigerator
\$ 150 <input type="checkbox"/> Pool/Spa Combo	\$ 90 <input type="checkbox"/> Add'l A/C Heat Unit
\$ 120 <input type="checkbox"/> Flats # of Flats	\$ 45 <input type="checkbox"/> Add'l Water Heater
\$ 150 <input type="checkbox"/> Multi Units # of Units	\$ 50 <input type="checkbox"/> Platinum Upgrade

The above items are covered under this plan. For a more detailed explanation of coverages see the enclosed contract.

For service, questions, or claims under this plan, please call us toll free at:

1-800-842-2177 Josh authorizer

**24 HOURS A DAY, 7 DAYS A WEEK**

P.O. BOX 2458  
WINTER PARK, FL 32790  
TEL: 800 842 2177





## HOME WARRANTY COVERAGE

The Globe Home Warranty is issued by the Globe Home Warranty Company.

Certain items and events are not covered by this contract. Please refer to the exclusion list on page 5 of this contract.

Corporate Office: Globe Home Warranty Company is located at 611 Wymore Road, Suite #220, Winter Park, Florida 32789. Telephone: 407-629-1810 Fax: 407-629-8801 email: Sales@globewarranty.com World Wide Web: www.globewarranty.com.

Globe Home Warranty Company will, during the term of the contract, repair or replace, solely at the option of Globe Home Warranty Company, those respective systems, appliances and components listed as covered on the Home Warranty Coverage Summary when they become inoperative due to normal wear and tear. Failure due to normal wear and tear shall occur when a covered system, appliance or component is deemed inoperative due to the malfunction and/or cessation of a part/component intended to perform movement or promote flow, which condition causes such system, appliance or component to cease its designed function. This coverage includes only those systems, appliances and components that were in place at time of closing as part of the real estate transaction, in proper operating condition and does not include such conditions that cause a covered item to fail which, after prudent investigation it is determined, existed prior to contract effective date. Systems, appliances, and components must be located in place, within the perimeter of the main foundation, which is defined as that area located within the outer load bearing walls of the structure, above the slab or basement floor. Unless otherwise stated coverage is limited to one system or unit. Any required inspections must be completed by effective date. The description of specific systems, appliances and components that may be covered under a certain plan, limitations on coverage and other terms and conditions are set forth below.

### TYPES OF PLANS

**Seller Home Warranty Plan** is effective immediately upon issuance of a confirmation number by Globe Home Warranty Company and continues for the remaining term of the listing agreement, not to exceed one hundred and eighty (180) days from the date of listing, unless sooner termination by sale of dwelling or cancellation of listing agreement or unless extended by Globe Home Warranty Company at its sole discretion. The home must be occupied. Authorized seller claims paid on a reimbursement basis. Seller Home Warranty Plan coverage automatically converts to Buyer Home Warranty Plan coverage on the date of closing, provided proper payment has been received by Globe Home Warranty Company within seven (7) business days of closing. In the event proper payment has not been received, see Terms and Conditions below. **In Florida only, Florida Statute 634.312 requires that a Home Warranty not provide listing period coverage free of charge.**

**Buyer Home Warranty Plan** effective date is the date of closing (title transfer) provided Globe Home Warranty Company has received proper payment and application. Expiration date is one (1) year from coverage effective date, unless renewed. If a home is vacant for over 30 days a legitimate "tested" home inspection is required. Funds must be received within 7 business days of closing or plan converts to the Direct Home Warranty Plan.

**Direct Home Warranty Plan** effective date is thirty days after Globe Home Warranty Company has received proper payment or unless otherwise agreed to by Globe Home Warranty Company. Expiration date is one (1) year from coverage effective date, unless renewed. A Mechanical inspection may be required. Not available in all areas.

**New Construction Warranty Plan** basic coverage begins on the 366<sup>th</sup> day after closing. Expiration date is three (3) years from coverage effective date.

### DESCRIPTION OF SYSTEMS, APPLIANCES, AND COMPONENTS

This contract provides coverage only for those systems, appliances or components specifically mentioned as being covered on the Home Warranty Coverage Summary related hereto. Certain coverage is not available under all plans or in every state and in certain cases an additional fee may be required. See the Home Warranty Coverage Summary and this Contract for specific information on coverage under the Plan. If a system and/or item are not listed as covered then it is not covered. Unless otherwise stated, only primary unit or system is covered.

#### 1. AIR CONDITIONING

Note: Coverage available on cooling systems, no more than two systems, with nominal cooling capacities not to exceed five (5) tons.

**Covered:** Central air conditioning systems (a system which utilizes ductwork for the distribution of air) designed for residential application, to include condenser coils, evaporator coils, compressors, condenser fan motors, blower fan motors, internal system controls, standard wall thermostats, electronic leak detection, wall air conditioners (those designed for wall installation), evaporative cooler units.

**Not Covered:** Window air conditioning units, portable air conditioning units, gas air conditioning units including ammonia systems, commercial grade systems, structural components, panels and cabinetry, humidifiers, interconnecting refrigerant lines (external of the equipment), condensation drain pans, casings, and lines, filters (including electronic/electrostatic and de-ionizing filter systems), filter housing, recapture/reclaim of refrigerant, refrigerant, underground geothermal piping, Amana glycol units, water pumps and lines (external of the condenser unit), water cooling towers, heat recovery units, units that are improperly designed, installed, or sized, secondary or ancillary units or systems, cleaning and/or routine maintenance. Conditions caused by lack of cleaning and/or routine maintenance. Seller coverage limited to \$500 per listing period. For Buyer no limits on homes less than 20 years old or on homes with "tested" home inspection, see the Home Warranty Coverage Summary related hereto.



**8. BUILT-IN MICROWAVE OVEN**

**Covered:** All electronic components, wiring, motors, timers, touch pads, hinges and latch assemblies, power cords.

**Not Covered:** Secondary unit(s), structural components, panels and cabinetry, interior liners, shelves and trays, rotisseries and probes, handles and knobs, door seals, microwave leakage, meat probe assemblies, light fixtures and bulbs, portable units.

**9. RANGE/OVEN/COOK TOP**

**Covered:** Thermostats, clock/timers (self clean only), wiring, heating elements/burners (sensi-temp elements/burners will only be replaced with standard elements/burners), gas valves, igniters, controls, power cords, hinges and latches. Electromagnetic induction cook tops replaced with builders standard, when necessary not to exceed \$1000 in the aggregate.

**Not Covered:** Secondary unit(s), structural components, panels and cabinetry, oven liners, drip pans, racks, shelves and drawers, door seals, rotisseries and probes, calibration, handles and knobs, light fixtures and bulbs. Timer and clocks that do not affect the heating or cleaning of the unit.

**10. RANGE EXHAUST UNITS**

**Covered:** Self-contained oven range units located above the range, motors and switches, wiring.

**Not Covered:** Secondary unit(s), rooftop (commercial) units, light fixtures and bulbs, filters, downdraft cook top units, structural components, panels and cabinetry, venting, any exhaust fan not solely for venting range/cook top fumes.

**11. KITCHEN REFRIGERATOR**

**Covered:** Hinges, compressors, condensers, evaporators, fan motors, timers, thermostats, defrost heaters, wiring, power cords.

**Not Covered:** Secondary unit(s), structural components, panels and cabinetry, racks, shelves, drawers, knobs and handles, door seals, ice makers, crushers, dispensers, beverage dispensers and their respective components, interior thermal liners, light bulbs and fixtures, water lines, food spoilage. If the unit has 2 compressors, only the refrigerator compressor will be covered. Built in units such as, but not limited to Monogram, Subzero, or Gaggenau brand refrigerators. Commercial like built in units are offered as an option and have a \$1000 limit. The warranty plan does not cover units for which the freezer is not an integral part of the unit. Odors.

**12. BATHROOM EXHAUST FANS**

**Covered:** Motors, switches, bearings, exhaust fans located in bathrooms.

**Not Covered:** Exhaust/Heat fan combination. All ductwork associated with exhaust vent, remote controls, belts, chains. Fans replaced with builders standard when required.

**13. WHIRLPOOL BATH**

**Covered:** Built in bathtub whirlpool motor and pump assembly.

**Not Covered:** Tub, faucets, filters, valves, jets, access.

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**14. TOILETS See Plumbing.**

**15. BUILT-IN TRASH COMPACTOR**

**Covered:** Motors, switches and relays, wiring, ram assembly, tracks.

**Not Covered:** Secondary unit(s), structural components, panels and cabinetry, lock and key assemblies, buckets, handles and knobs, automatic de-odorizers.

**16. CENTRAL VACUUM SYSTEM**

**Covered:** Motors, switches, relays, wiring.

**Not Covered:** Secondary unit(s), structural components, panels and cabinetry, handles, knobs, hoses, power head assemblies, attachments.

**17. GARAGE DOOR OPENER**

**Covered:** Relays, receiver boards, switches, motors, and drive trains, limited to one unit, unless additional unit coverage is purchased.

**Not Covered:** Garage doors, door hardware, frequency interference, corrosion caused by moisture, transmitters, batteries, and maintenance.

**18. DOOR BELL / CHIME See Electrical.**



**Not Covered:** Portable spas, secondary or auxiliary cleaning equipment and accessories to include built-in or detachable cleaning equipment, pop up heads and turbo valves, automatic feeders and chemicals, chlorinators, filter elements or media (i.e., cartridges, grids and sand), electrical lines, underground or concrete encased piping, water and air piping within the spa, jets, structure, liner or shell of the spa, skimmers, gaskets, o-rings, timer and control systems, lighting, solar heaters and related components. Conditions caused by lack of cleaning and/or routine maintenance.

**THIS WARRANTY CONTRACT EXCLUDES...**

- (A) Equipment, plumbing, electrical and refrigerant lines, coil lines not accessible, including but not limited to those encased within the ceiling, the floor, walls. Work, including parts and labor, on masonry, tile or other parts of the residential structure requiring patching, opening or closing of walls, floors, ceiling, and doorways.
- (B) Food spoilage, mold, mildew, fungus, rot, or conditions caused by them.
- (C) Non-functional inadequate drainage or sewage systems.
- (D) Cost of crane or special equipment, code violations and upgrades, permits, cabinet or counter work relating to appliance repair or replacement.
- (E) Damage of any kind from accident, abuse, misuse, fire, flood, windstorm or acts of God.
- (F) Toxic or asbestos material removal.
- (G) Plastic, rubber, porcelain, glass or ceramic parts, knobs or handles, missing parts.
- (H) Product problems resulting from power failures, surges, shortages, overloads, or fluctuations.
- (I) Cosmetic repairs, cleaning of any type, product sounds or odors.
- (J) Carpet discoloration, marring of the floors or other minor damages incidental to necessary moving of a product to make a repair.
- (K) Inner and outer cabinet parts or trim.
- (L) Solar heating and heat recovery systems of all types.
- (M) Condition due to sediment build up.
- (N) Efficiency of units, inadequate capacities of equipment, design changes other than manufacturer approved.
- (O) Rendering service when the contract holder does not give the correct contract number or reference at the time of service is requested.
- (P) Condos - Shared or common equipment.
- (Q) Failure of equipment due to rust or corrosion, (buyer covered after the first thirty days of contract).
- (R) Secondary or ancillary units or systems.
- (S) Conditions caused by improper or poor workmanship.
- (T) Damage caused by Hydrogen Sulfide.
- (U) Combination Units

**TERMS AND CONDITIONS**

**Service**

1. This contract includes a service fee charge, per claim, as listed on the Home Warranty Summary that the contract holder must pay to each authorized contractor toward the covered portion of any claim. The contract holder will be responsible for and shall pay for the service call and for any service(s) provided that are not covered under the terms, conditions, and provisions of this contract. A service call includes, without limitation, the action of inspecting and performing service for the repair or replacement of a malfunctioning system, appliance and / or component.

2. When repair and / or replacement services covered by this contract are required, the contract holder must telephone Globe Home Warranty Company (GHW) at the number listed on the Home Warranty Coverage Summary to request service. Telephone service is available twenty-four (24) hours a day, seven (7) days a week for claims messages. Emergency claims will not be accepted via E-Mail or Website. During the normal business week, GHW will use reasonable efforts to dispatch service within twenty four (24) hours after the service call is received on weekdays and within forty eight (48) hours for calls received on weekends or holidays. Dispatch means to contact a contractor and request service. In the event GHW determines, at its sole discretion, that there is an emergency situation requiring expedited service, GHW will make reasonable efforts to expedite emergency service. GHW will determine, at its sole discretion, which repairs constitute an emergency and will give special consideration to covered malfunctions that affect the habitability of the dwelling.

3. The contract holder agrees to make premises available during normal business hours (local to contract holder) for the authorized contractor to effect needed repairs requested by contract holder. Contract holder agrees to pay the GHWC and or authorized contractor for any service charge as a result of contract holder's failure to provide access or upon missed appointments. GHWC will not authorize overtime labor charges for non-emergency service situations. GHWC will pay overtime charges if the service is determined to be an emergency. The determination of an emergency / non-emergency service situation is solely that of GHWC. In general the following may qualify as an emergency; no power to the home after the homeowner has checked with the local power company; no heat and the outside temperature is below 32 F; no air conditioning and the outside temperature is above 90 F; a water leak that cannot be shut off or isolated.

4. The contract holder must notify GHWC within thirty (30) days of occurrence when any of the systems, appliances or components covered by this contract become inoperative so as to require repair or replacement services under this contract. GHWC shall have no responsibility under this contract for claims that are not reported to Globe Home Warranty Company within the contract period.



4. This contract is intended to cover only repairs and / or replacements attributable to ordinary wear and tear. Accordingly, this contract does not cover repairs and / or replacements which may result from other causes, without limitation, such as improper installation, neglect or misuse, pest and / or pest damage, pets and / or animal damage, power failure, power surge, water damage, fire, casualty, flood, smoke, earthquake, freeze damage, accidents, war, insurrection, riots, vandalism, intentional destruction of property. Globe Home Warranty Company is not responsible or liable for delays or failure caused by or related to, acts of God, fire, casualty, war, shortages of labor and/or materials, or any other cause beyond the reasonable control of Globe Home Warranty Company.

5. Globe Home Warranty Company is not responsible for incidental and/or consequential damages resulting from the mechanical failure of any system, appliance or component such as, but not limited to food spoilage and/or property damage.

6. Globe Home Warranty Company is not responsible for damage that results from an authorized contractor's service or delay in service.

7. Globe Home Warranty Company is not liable for charges incurred for that portion of a covered claim needed to gain access to a system, appliance, or component in situations where there is not adequate capacity or space for serviceability such as, but not limited to concrete encased items, permanently installed fixtures and / or walls. In the event it is necessary to open walls, floors or ceilings to perform a covered service, Globe Home Warranty Company is not responsible for access or for restoring openings.

8. Globe Home Warranty Company is not responsible for repair or replacement of systems, appliances, or component classified by the manufacturer as commercial-grade.

9. Globe Home Warranty Company reserves the right to obtain a second opinion of an authorized contractor prior to determining eligibility for coverage and to perform a re-inspection subsequent to performing repair and/or replacement services to confirm eligibility for coverage under this contract.

10. In no event shall Globe Home Warranty Company be liable for any claims in excess of \$1500 in the aggregate with respect to hot water, boiler, air transfer, or steam circulating systems, which may be covered under a certain plan. On homes over 20 years old, and without a legitimate "tested" inspection, air conditioning or heating systems/units coverage per system is limited to \$500 per contract period, unless otherwise stated in the Home Warranty Coverage Summary related hereto.

11. If any system, appliance, and/or component otherwise covered under this Contract is rendered inoperable due to the non-availability in the ordinary course of trade of one or more of its component parts, the Globe Home Warranty Company shall not be responsible for the replacement of the entire non-operating system, appliance, and/or component. Globe Home Warranty Company shall be required only to make reasonable allowance based on the value of comparable parts and labor that is available in the ordinary course of trade.

12. Globe Home Warranty Company reserves the right to request copies of utility bills from contract holder and confirm with utility companies that a home has been vacant over 30 days. Homes vacant over 30 days are not covered under this warranty.

13. Assignment: In the event of assignment or transfer of title of the covered property, this contract may be assigned and/or transferred at option of Globe Home Warranty Company, where permitted or when mandated by state law and when the applicable fee has been paid. Globe Home Warranty Company reserves the right to charge a transfer fee not to exceed \$40.

14. Renewal: This contract may be renewed at the option of Globe Home Warranty Company upon payment of a renewal fee, but not in excess of the fee allowed by Florida law for any number of continuous annual renewal periods as may be allowed by Florida law.

15. Installment Billing: Should contract holder suffer damages covered by this contract at a time when there are unpaid installments due from the contract holder, whether or not such payments are due or overdue, Globe Home Warranty Company reserves the right to deduct all or any portion as it deems necessary or desirable from the amount of loss covered by this contract for such incident or to require to pay the entire remaining unpaid balances prior to covering the loss for the contract holder. The failure of Globe Home Warranty Company to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.

16. Cancellation: Contract can be canceled for non-payment of funds, fraud or misrepresentation of the home, its systems, or appliances or for false or exaggerated claims. The homeowner shall be entitled to cancel with full refund during the first 10 days of the contract period and the provider of funds entitled to a full refund, less service, after that period a pro-rata refund of the paid contract fee for the remainder of the term, less service and administration cost incurred by Globe Home Warranty Company.

17. Waiver: Should Globe Home Warranty Company waive any of its contractual rights, such waiver will not constitute a future waiver of said rights.



STATE OF ALABAMA  
LOWNDES COUNTY

AFFIDAVIT

BEFORE ME THE UNDERSIGNED AUTHORITY, PERSONALLY  
APPEARED Christine Scott WHO BEING  
KNOWN TO ME FIRST DULY SWORN, DEPOSES AND SAYS AS FOLLOWS:

On or about February 8, 2006 at or about  
On or near 12:30 P.M. at Good Times Sports  
Bar & Grill, Anthony Watts owner of  
Watts Electrical Company approached Debra  
Caldwell and asked if Debra had fixed her  
home electrical problem, because someone  
from Globe Home Warranty called him and  
offered him \$600.00 to come to her home  
and say that Debra's home needed no electrical  
repairs. Mr. Watts stated that he were busy  
with another job and that it would cost more than  
\$600.00 to fix Debra's home and the repairs were  
covered under her home warranty. Mr. Watts also  
told her that Globe Home Warranty ask Mr. Watts if Debra home were  
Fixed. Mr. Watts said that he did not know because he were tied up on  
another job at the Hayenville Plaza.

TO AND SUBSCRIBED BEFORE ME THIS 8th DAY OF  
February.

Ruby Jones

NOTARY PUBLIC (Seal)

# HALL ELECTRIC CO.

Where We Make Electricity Work For You

P.O. Box 523 Montgomery, Alabama 36101

(334) 832-8405 (334) 235-0005



# JOB ESTIMATE

PHONE	DATE
	173-06
JOB NAME/LOCATION	
185 Idle Wild Dr.	
Hope Hull AL.	
36043	

TO Josh Fore  
Mrs Debra Caldwell

## JOB DESCRIPTION:

This is an electrical estimate for the Name and Address listed above. The electrical work will consist of Changing the electrical service 1. The meter 2. The outside breaker box because the meter socket and the breaker box are made together 3. The service cable 4. The weatherhead 5. The rainlight service cable connector 6. Driving a ground rod, ground wire, ground clamp. 7. The home owner having trouble with the fuse box inside blowing fuses. It need to be change to a circuit breaker box 8. The lights are off in kitchen and storage. When I went to owner house I found the meter socket and Alabama power came out and said the same thing that the service need to be changed.

Thank You for Your Business

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED  
JOB COST

ESTIMATED  
BY

James Hall

**HALL ELECTRIC CO.***Where We Make Electricity Work For You*P.O. Box 523 Montgomery, Alabama 36101  
(334) 832-6405 (334) 235-0005**JOB ESTIMATE**

PHONE

DATE

7-03-06

JOB NAME/LOCATION

185 Idle Wild Dr.  
Hope Hull AL

36043

TO

Josh Fore  
Debra Caldwell**JOB DESCRIPTION:**

All materials and work are warranted to be of good quality. Free from faults and defects for the period of one year from the day the electrical work is completed. The work will be done and completed in a workmanlike manner. The cost for materials and labor is \$2,775.00

*Thank You for Your Business*

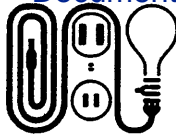
THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED  
JOB COST

\$2,775.00

ESTIMATED  
BY

Jesse Hall



# JOB ESTIMATE

PHONE

DATE \_\_\_\_\_

DATE 2-09-06

JOB NAME/LOCATION

JOB NAME/LOCATION  
185 Idlewild Dr.  
Hope Hull Ark.

TO

Debra Caldwell

**JOB DESCRIPTION:**

This is a Receipt for the Name and Address listed above. The electrical work consisted of Changing the electrical Service. I had to change Outside Panel box, the Service wire, meter socket, weather head and drive & ground Rod L. 2. Inside the house I had to change the fuse to a circuit breaker box and trouble shoot & lights in kitchen over sink and the other in laundry room. I had to replace the Oven in the kitchen. Mrs Caldwell Paid me \$2,700.00 for materials & labor.

State of Al. vic # 000 City of Montgomery # 01030  
Paid \$2700.00  
Balance 0

*Thank You for Your Business*

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ESTIMATED  
JOB COST

\$2,775.00

ESTIMATED  
BY

James Malle



